

PATRICIA A. PESHKA

PURCHASING AGENT



SCOTT AVEDISIAN

MAYOR

## **CITY OF WARWICK**

PURCHASING DIVISION  
3275 POST ROAD  
WARWICK, RHODE ISLAND 02886  
TEL (401) 738-2000 EXT. 6240  
FAX (401) 737-2364

The following notice is to appear on the City of Warwick's website Monday, May 23, 2016. The website address is <http://www.warwickri.gov/bids>.

### **CITY OF WARWICK BIDS REQUESTED FOR**

#### **Bid #2017-27 Coffee Products & Services**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Monday, May 23, 2016. Please note that our offices will be closed on Monday, May 30, 2016.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM on Thursday, June 2, 2016. Bids will be opened publicly commencing 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, extension 6241 at least 48 hours in advance of the bid opening date.

**Original Signature on File**

Patricia A. Peshka  
Purchasing Agent

**PLEASE SUBMIT THIS PAGE WITH YOUR BID**

**Acknowledgement of Addendum (if applicable)**

<b><u>Addendum Number</u></b>	<b><u>Signature of Bidder</u></b>
_____	_____
_____	_____
_____	_____
_____	_____

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

BIDDER'S SIGNATURE: \_\_\_\_\_

BIDDER'S NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_\*

\*Please include your email address. Future bids will be emailed, unless otherwise noted by you.

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**II. AWARD AND CONTRACT:**

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent, accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: \_\_\_\_\_

Bid #2017-27

Purchasing Agent

**CERTIFICATION & WARRANT FORM\***

**This form must be completed and submitted with sealed bid.  
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**\*This form cannot be altered**

**CITY OF WARWICK  
NOTICE TO BIDDERS**

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If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of noncompliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope. The exterior of the envelope shall be plainly marked to include: *YOUR COMPANY NAME* and "Bid #2017-27 Coffee Products & Services". Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids shall be accepted via facsimile or email.

Any questions concerning the project should be directed to Holly Weber, Senior Services, at 401-468-4074.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is opened.

Any deviation from the specifications must be noted in writing and attached as part of the bid. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

Prices to be held firm July 1, 2016 through June 30, 2017. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The IRS Form W-9 attached should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The successful bidder must provide the City of Warwick with an original certificate of insurance (faxes are not acceptable) for Professional Liability in a minimum amount of \$1 million. It is the vendor's responsibility to provide the City of Warwick with an updated certificate of insurance upon expiration of the original certificate.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this

Solicitation, which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations there under, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

**The successful bidder must adhere to all City, State and Federal Laws, where applicable.**

**The City Of Warwick Division of Senior Services**  
**Coffee Product and Service**

The City of Warwick seeks sealed bids for Coffee Product and Service for the Pilgrim Senior Center, 27 Pilgrim Parkway, Warwick, R.I.

Quantities specified in the package are estimated. They are given to provide information for bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract.

Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract or relieve the Contractor of his obligation to fill all orders placed by the City.

No bid will be considered which stipulates that the City of Warwick shall guarantee to order a specific quantity of any item.

Copies of product sheet are required and must be submitted with bid.

The Pilgrim Senior Center currently has 1 automatic 110 coffee brewing system with hot water spigot  
1 fractional coffee grinder  
6 air pots

Any bidder must supply the above equipment free of charge.

Any questions concerning the project should be directed to Holly Weber, Senior Services, at 401-468-4074.

This bid will be in effect until June 30, 2017.

The City of Warwick has the right to refuse all or part of said bid.

## Coffee Service and Product for the Pilgrim Senior Center

The service shall include:

Installation of 1 automatic 110 coffee brewing system with hot water spigot	Provided yes___ no___
1 fractional coffee grinder	yes___ no___
5 air pots	yes___ no___
filters	yes___ no___
coffee pots and replacements	yes___ no___
coffee station and replacements	yes___ no___

Item#	Item	Est. Usage	Price per case/box
1.	5 lb. Bags Colombian Blend of 100% <b>Arabica</b> beans (no robusto) with filters Quantity per Case: (5) 5lb. bags	15 cases/yr	_____ per case
2.	2 oz packets Decaffeinated Colombian Natural process decaf coffee 99.9% caffeine free (no robusto) Quantity per Case: 40 packets	25 cases /yr	_____ case
3.	1 oz packets 50ct./box hot chocolate Quantity per Case: 6 boxes of 50 packets	1 case/yr	_____ case
4.	5” Stir Stix STR5 1000ct	3 boxes/yr	_____ box
5.	Tea bags 100 per box	5 boxes/yr	_____ box
6.	Coffee Pot Cleaner 12.5 fl. oz bottles	12 bottles/yr.	_____ bottle

**CITY OF WARWICK**  
**BID AND CONTRACT FORM**

**Bid #2017-27 Coffee Products & Services**

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

**Pricing as Submitted**